

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE**

**CROSS-USE STIPULATION AND ORDER
BETWEEN HAZEL, DECCO, AND AGROFRESH**

Plaintiff AgroFresh Inc. (“AgroFresh”), Defendant Hazel Technologies, Inc. (“Hazel”), and Defendant Decco U.S. Post-Harvest, Inc. (“Decco”), each by and through counsel, hereby agree as follows:

1. This Cross-Use Stipulation applies to: (1) any document produced by Defendant Hazel in the above-captioned litigation, denoted by the “HAZEL” Bates prefix (the “Hazel Documents”), and (2) the 30(b)(6) deposition transcript and video of Dr. Aidan Mouat, taken on February 20, 2020 (the “Deposition Transcript”).

2. Hazel authorizes AgroFresh and/or Decco to use the Hazel Documents in other litigation involving both AgroFresh and Decco (including or not including UPL Ltd.), including in any state or federal court (the “Other Litigation”), so long as AgroFresh and/or Decco use those documents subject to the protections of a Protective Order in that other litigation (the “Other Protective Order”).

3. With respect to any individual Hazel Document, the Other Protective Order shall provide equivalent or superior protections to the Protective Order governing the above-captioned

matter, D.I. 184 (the “Instant Protective Order”), considering the branding presently applied to each individual Hazel Document.

4. Hazel authorizes AgroFresh and Decco to use the Deposition Transcript in the Other Litigation so long as the Other Protective Order provides equivalent or superior protections to the Instant Protective Order for the information in the Deposition Transcript as designated by Hazel on or about April 3, 2020.

5. Under this Cross-Use Stipulation, “use” includes, but is not limited to, “produce,” “display,” “docket,” “give,” and “file.”

6. Hazel expressly invokes the following sentence from the Instant Protective Order in entering into this Cross-Use Stipulation: “For clarity, nothing herein shall affect the right of the Designating Party [here, Hazel] to disclose to . . . any other person, its own information.”

7. To the extent this Cross-Use Stipulation and the Instant Protective Order conflict, this Cross-Use Stipulation controls. This Cross-Use Stipulation replaces that filed as D.I. 190.

STIPULATED AND AGREED:

Plaintiff AgroFresh Inc.

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Dated: April 15, 2020

SO ORDERED this _____ day of _____, 2020.

The Honorable Maryellen Noreika
United States District Court Judge